

**MORTGAGE**

STATE OF ALABAMA  
Shelby COUNTY

736

Know All Men By These Presents, That whereas the undersigned (hereinafter called Mortgagor)  
Dawn Burgin Thomas, an unmarried women has become  
justly indebted to JEFFERSON FEDERAL SAVINGS AND LOAN ASSOCIATION OF BIRMINGHAM, (hereinafter  
called Mortgagee), in the sum of (\$14,312.90) Fourteen Thousand, Three Hundred  
Twelve and 90/100 Dollars

evidenced by promissory note of even date herewith, payable to the order of the  
Mortgagee, with interest thereon from the date thereof according to the terms of the Note  
secured thereby; said principal and interest sum being payable according to the terms of  
said Note, and renewals and extentions thereof

and whereas the said Mortgagor is desirous of securing the prompt payment of said indebtedness with inter-  
est when the same falls due, NOW THEREFORE, IN CONSIDERATION of the said indebtedness, and to  
secure the prompt payment of the same at maturity, and also to secure all further or additional indebtedness  
from the undersigned to the holder of said note at any time before the payment of the debt hereby secured

the said Mortgagor does hereby grant, bargain, sell and convey unto said Mortgagee the following described  
real property situated in Shelby County, State of Alabama, to-wit:

For legal description see Exhibit 'A' attached hereto and  
incorporated herein.

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THIS INSTRUMENT PREPARED BY:

*Jefferson Fed S & L*

Ward Yeilding

said property is warranted free from all encumbrances and against any adverse claims.

To Have And To Hold the above granted property unto the said Mortgagee, Mortgagee's successors, heirs, and assigns forever; and for the purpose of further securing the payment of said indebtedness, the undersigned agrees to pay all taxes or assessments when imposed legally upon said premises, and should default be made in the payment of same, the said Mortgagee may at Mortgagee's option pay off the same; and to further secure said indebtedness, first above named undersigned agrees to keep the improvements on said real estate insured against loss or damage by fire, lightning and tornado for the fair and reasonable insurable value thereof, in companies satisfactory to the Mortgagee, with loss, if any, payable to said Mortgagee; as Mortgagee's interest may appear, and to promptly deliver said policies, or any renewal of said policies to said Mortgagee; and if undersigned fail to keep said property insured as above specified, or fail to deliver said insurance policies to said Mortgagee, then the said Mortgagee, or assigns, may at Mortgagee's option insure said property for said sum, for Mortgagee's own benefit, the policy if collected, to be credited on said indebtedness, less cost of collecting same; all amounts so expended by said Mortgagee for taxes, assessments or insurance, shall become a debt to said Mortgagee or assigns, additional to the debt hereby specially secured, and shall be covered by this Mortgage, and bear interest from date of payment by said Mortgagee, or assigns, and be at once due and payable.

Upon condition, however, that if the said Mortgagor pays said indebtedness, and reimburses said Mortgagee or assigns for any amounts Mortgagees may have expended for taxes, assessments, and insurance, and interest thereon, then this conveyance to be null and void; but should default be made in the payment of any sum expended by the said Mortgagee or assigns, or should said indebtedness hereby secured, or any part thereof, or the interest thereon, remain unpaid at maturity, or should the interest of said Mortgagee or assigns in said property become endangered by reason of the enforcement of any prior lien or incumbrance thereon, so as to endanger the debt hereby secured, then in any one of said events, the whole of said indebtedness hereby secured shall at once become due and payable, and this mortgage be subject to foreclosure as now provided by law in case of past due mortgages, and the said Mortgagee, agents or assigns, shall be authorized to take possession of the premises hereby conveyed, and with or without first taking possession, after giving twenty-one days' notice, by publishing once a week for three consecutive weeks, the time, place and terms of sale, by publication in some newspaper published in said County and State, sell the same in lots or parcels or en masse as Mortgagee, agents or assigns deem best, in front of the Court House door of said County, (or the division thereof) where said property is located, at public outcry, to the highest bidder for cash, and apply the proceeds of the sale: First, to the expense of advertising, selling and conveying, including a reasonable attorney's fee; Second, to the payment of any amounts that may have been expended, or that it may then be necessary to expend, in paying insurance, taxes, or other incumbrances, with interest thereon; Third, to the payment of said indebtedness in full, whether the same shall or shall not have fully matured at the date of said sale, but no interest shall be collected beyond the day of sale; and Fourth, the balance, if any, to be turned over to the said Mortgagor and undersigned further agree that said Mortgagee, agents or assigns may bid at said sale and purchase said property, if the highest bidder therefor; and undersigned further agree to pay a reasonable attorney's fee to said Mortgagee or assigns, for the foreclosure of this mortgage in Chancery, should the same be so foreclosed, said fee to be a part of the debt hereby secured.

IN WITNESS WHEREOF the undersigned

have hereunto set her signature and seal, this

7th day of October, 19 87  
Dawn Thomas (SEAL)  
Dawn Burgin Thomas (SEAL)  
Dawn Burgin Thomas (SEAL)  
(SEAL)

THE STATE of Alabama  
Jefferson COUNTY }

I, the undersigned  
hereby certify that

Dawn Burgin Thomas, an unmarried women  
, a Notary Public in and for said County, in said State,

whose name is signed to the foregoing conveyance, and who is known to me acknowledged before me on this day,  
that being informed of the contents of the conveyance she executed the same voluntarily on the day the same bears date.  
Given under my hand and official seal this 7th day of October, 19 87  
Notary Public.

THE STATE of  
COUNTY }

I,  
hereby certify that

, a Notary Public in and for said County, in said State,

whose name as  
a corporation, is signed to the foregoing conveyance, and who is known to me, acknowledged before me, on this day that,  
being informed of the contents of such conveyance, he, as such officer and with full authority, executed the same voluntarily  
for and as the act of said corporation.  
Given under my hand and official seal, this the  
day of, 19

Notary Public

Jefferson Federal Savings  
248 Greensprings H-Y  
Bham, Al. 35209

TO

MORTGAGE DEED

EXHIBIT "A"

Part of the SE- $\frac{1}{4}$  of the NE- $\frac{1}{4}$  of Section 29, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:  
From the Southwest corner of the SE- $\frac{1}{4}$  of NE- $\frac{1}{4}$  of said section, run in a northerly direction along the west line of said SE- $\frac{1}{4}$  of NE- $\frac{1}{4}$  for a distance of 199.82 feet; thence turn an angle to the right for 140 deg. 37 min. 25 sec. and run in a southeasterly direction for a distance of 165.83 feet to the point of beginning; thence turn an angle to the right of 180 deg. and run in a northwesterly direction for a distance of 165.83 feet; thence turn an angle to the right of 39 deg. 22 min. 35 sec. and run in a northerly direction along the west line of said  $\frac{1}{4}$ - $\frac{1}{4}$  section for a distance of 245.00 feet; thence turn an angle to the right of 87 deg. 29 min. 34 sec. and run in an easterly direction for a distance of 547.80 feet; thence turn an angle to the right of 86 deg. 50 min. 03 sec. and run in a southerly direction for a distance of 58.62 feet to a point of curve, said curve being concave in a northeasterly direction and having a radius 221.57 feet and a central angle of 23 deg. 26 min.; thence turn an angle to the left and run in a southeasterly direction along the arc of said curve for a distance of 90.62 feet; thence turn an angle to the right and run in a southwesterly direction for a distance of 538.12 feet, more or less, to the point of beginning.

Part of the SE- $\frac{1}{4}$  of NE- $\frac{1}{4}$  and the NE- $\frac{1}{4}$  of SE- $\frac{1}{4}$ , all in Section 29, Township 21 South, Range 1 West, Shelby County, Alabama, being more particularly described as follows:

From the southwest corner of the SE- $\frac{1}{4}$  of NE- $\frac{1}{4}$  of said section, run in a northerly direction along the west line of said SE- $\frac{1}{4}$  of NE- $\frac{1}{4}$  for a distance of 199.82 feet; thence turn an angle to the right of 140 deg. 37 min. 25 sec. and run in a southeasterly direction for a distance of 165.83 feet to the point of beginning; thence continue along last mentioned course for a distance of 307.00 feet; thence turn an angle to the left of 88 deg. 28 min. 20 sec. and run in a northeasterly direction for a distance of 527.75 feet; thence turn an angle to the left of 92 deg. 36 min. 20 sec. and run in a northwesterly direction for a distance of 172.69 feet to a point of curve, said curve being concave in a northeasterly direction and having a radius of 221.57 feet and a central angle of 11 deg. 20 min. 52 sec.; thence turn an angle to the right and run in a northwesterly direction along the arc of said curve for a distance of 43.88 feet; thence turn an angle to the left and run in a southwesterly direction for a distance of 538.12 feet, more or less, to the point of beginning.

*Dawn Burgin Thomas*

Dawn Burgin Thomas Oct 7, 1987

*William W. Gilling*  
Aug 88

1. Deed Tax	\$	
2. Mtg. Tax		21.60
3. Recording Fee		7.50
4. Indexing Fee		1.00
TOTAL		30.10

STATE OF ALA. SHELBY CO.  
RECEIVED  
1987 OCT 12 AM 10:01  
JUDGE OF PROBATE

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